



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B1Z07009
TITLE: FOOD SERVICE (PRIME VENDOR)
ISSUE DATE: 09/26/06

REQ NO.: N/A
BUYER: LAURIE BORCHELT
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E-MAIL: laurie.borchelt@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/30/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various Agency Locations

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 02/10/06). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to furnish and deliver food products to various state agencies located throughout the State of Missouri (hereinafter referred to as the state agency) on an as needed, if needed basis, in accordance with the requirements and provisions stated herein.
- 1.1.2 The State of Missouri is seeking a "Prime Vendor" procurement mechanism which will enable the state to minimize its administrative efforts, maximize its buying power, and satisfy the varying needs of its end users with a full range of products and services.

1.2 Pre-Proposal Conference:

- 1.2.1 A pre-proposal conference regarding this Request for Proposal (RFP) will be held on Wednesday, October 11, 2006 at 10:00 a.m., in Room 750 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.2.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

1.3 Public Record Search and Retrieval System:

- 1.3.1 The State of Missouri has previously contracted for these products/services through C101001001 which currently expires October 15, 2006. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that expiring contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the bid number B1E01001 or the contract number C101001001 when searching for these documents.

1.4 Background:

- 1.4.1 The primary users of the contract are the facilities of the Department of Mental Health. (See a complete list of the various Mental Health facilities in Attachment 1). These foods service operations serve over 8,900 meals per day with annual food purchases equaling approximately \$3,900,000.00.
- 1.4.2 In addition to the Department of Mental Health, the Department of Public Safety, including the Missouri State Highway Patrol and the Missouri National Guard, also utilizes the contract. It is estimated that these facilities serve 546 meals per day and have annual food volumes of \$268,290.00.

- 1.4.3 The Missouri School for the Deaf and School for the Blind also utilize the contract. It is estimated that these facilities serves 687 meals per day and have an annual food volume of \$211,172.00.
- 1.4.4 Various Department of Social Services, Division of Youth Services facilities also utilizes the contract. It is estimated that these facilities serve 2,367 meals per day and have an annual food volume of \$1,580,669.00.
- 1.4.5 Each agency develops its own menu with standardized recipes as the basis for purchase requirements. These menus may be adapted for consumer preference by each agency. The menus are written to meet therapeutic requirements of the clients that include modified diets and texture modifications. The daily menu of three meals plus snacks meets the Recommended Dietary Allowances and National School Lunch and Breakfast Standards. Quality assurance is performed to ensure specification compliance and client safety. The menu integrity is supported by the foods purchased, consistency of those items ensure accuracy of nutritional analysis and compliance. Adherence to specifications is necessary to meet consumers' (1) nutritional health for key nutrients, (2) modification for medical reasons, i.e. sodium, fat, and textures, (3) food preferences, i.e. vegetarian.
- 1.4.6 Although a sincere effort has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the information provided herein reflects all relationships or existing conditions related to this RFP nor does the State of Missouri guarantee any future purchases/expenditures through the resulting contract.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
 - a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be Date of Award through Five (5) Years. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.3 Pricing:

- 2.3.1 All pricing offered under the contract shall be the contractor's current stock price as indicated in the contractor's online catalog. The contractor's current stock price shall be based on the contractor's case cost plus freight charges (if any), less any allowances (rebates, discounts, and price breaks associated with the purchase of the product), plus the contractor's markup. Any values in the formula submitted by the contractor shall remain the same for the life of the contract.
- 2.3.2 Prices for all meat, poultry, fish, dairy (eggs/cheese) and produce items shall be guaranteed for one week. Prices for all other items shall be guaranteed for one month.
- 2.3.3 The state shall not pay nor be liable for any other additional costs including but not limited to storage fees, taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.4 Payment Terms:

- 2.4.1 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.state.mo.us/STATUTES/STATUTES.HTM>.

The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

2.5 Federal Funds Requirement:

- 2.5.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.6 Contractor Liability:

- 2.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.6.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.7 Contract Assignments:

- 2.7.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

2.8 Insurance:

- 2.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.9 Termination:

- 2.9.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.10 Subcontractors:

- 2.10.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.11 Contractor Status:

- 2.11.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.12 Transition (Upon Expiration of Contract):

- 2.12.1 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state and/or to the state's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state.
 - b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state, in order to insure the completion of such service prior to the expiration of the contract.

2.13 Transition (Upon Award of Contract):

- 2.13.1 Upon award of the contract, the contractor shall work with the state and any other organizations designated by the state to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state.

2.14 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation:

- 2.14.1 The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.
- 2.14.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.14.3 The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
- 2.14.4 If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

3. PERFORMANCE REQUIREMENTS

3.1 Specific Contractor Requirements:

- 3.1.1 The contractor shall agree that products provided under the contract shall conform to all mandatory specifications, terms, conditions and requirement stated herein.
- 3.1.2 The contractor shall provide a comprehensive product line and deliver to any and all participating state agencies in all participating regions of the state in accordance with the requirements set forth herein.
- 3.1.3 The product line shall include a full line of beef, seafood, poultry, pork, frozen entrees, frozen foods, miscellaneous dairy items such as butter and cheese, dry/groceries, produce and beverages, (i.e., coffee, tea, drink aids and soft drinks), and food service related items (i.e. paper products and plasticware, bags, aprons, towels, solvents, cleaners and detergents). There must be a choice of brands for each food item that includes National Brands as well as House Brands.
- 3.1.4 The contractor shall provide a variety of pack sizes for the above mentioned items including #10 and #303 cans, individual pack, family size, and institutional size, as requested by the agency.

- 3.1.5 Upon request of the state, the contractor shall sell some items in small pack units or less than full case lots. These items must be listed as separate line items in the facilities' order guide and the contractor's online catalog. There shall be no additional charge for this service. The state will limit the requests to items that can be reasonably sold in smaller units.
- 3.1.6 The contractor shall provide an array of products to meet special dietary needs and other menu modifications to include but not be limited to:
- Sugar-free items: jelly, beverages, drink mixes, jell-o, puddings, whipped topping, syrup, juices, water packed fruit, desserts, etc.
 - Low sodium items: canned vegetables, soup bases, broth, gravies, snack foods, crackers, ketchup, spaghetti sauce, cheese, salad dressings, etc.
 - Low fat items: salad dressing, mayonnaise, cheese, egg products, snack foods, gravy mix, dairy products, desserts, margarine, etc.
 - Textured modified items: pureed fruits, pureed vegetables, thickener, fine ground meats, pre-thickened beverages, etc.
 - Vegetarian Entrees: hotdogs, patties, etc.
- 3.1.7 Dairy products (milk, cheeses, yogurts, ice creams, etc.), bakery products (loaf bread) shall not be purchased on the contract unless the minimum ordering quantity requirements cannot be met on other contracts or if they cannot find the specific product on other contracts.
- 3.1.8 Ready-to-eat cereal shall not be directly available under the contract. The contractor may seek authorization from vendors under separate contract with the State of Missouri to deliver said items to state agency facilities. The facilities may purchase ready-to-eat cereal from the contractor if the pack size is not available or the state agency cannot meet the minimum order quantity on the current Missouri state contract for cereal.
- 3.1.9 The State of Missouri reserves the right to add or remove facilities as necessary upon mutual agreement with the contractor.

3.2 Quality Assurance:

3.2.1 Temperature Requirements:

- a. Items requiring "Protection from Heat" shall be shipped and stored at a temperature below 70 degrees Fahrenheit.
- b. Storage temperature for all frozen items shall not exceed 0 degree Fahrenheit. No product shall be accepted if there is any evidence of thawing. Frozen items shall only be accepted if packaging is solid, not soft, upon arrival. Containers and wrapping must be intact and in a solid condition. Packages shall be free of drip and show no evidence indicating that the contents have been thawed, refrozen, and must not be freezer burned. Individual portions of IQF (individually quick frozen) products must separate easily. Breading should be intact on breaded products.
- c. Storage temperature of all refrigerated items shall not exceed 45 degree Fahrenheit.
- d. Procedures for receiving and measuring temperatures of specific foods have been developed by the Office of Administration, Division of Purchasing and Materials Management in conjunction with State of Missouri Departments. The following procedures shall be used:

Fresh Meat, Poultry and Seafood

- 1) Measure the temperatures of meat, poultry or seafood immediately after it is taken off the truck.
- 2) Measure the temperature of a case of meat, poultry or seafood that was placed in an area of the truck farthest from the cooling unit.
 - Check the temperature of the product by holding the sensing area of the thermometer tightly between two packages of product.
 - If the case contains only one piece of product, place the thermometer between the product and the bottom of the box.
 - If the product does not meet temperature standards using this method, the thermometer probe should be inserted into the product to determine the internal temperature of the product.
- 3) Take a random sample of cases from other areas of the truck and measure product temperatures using the above procedure.
- 4) Meat, poultry and seafood should be received at 41 degree Fahrenheit or lower.
- 5) If temperatures of the randomly sampled products meet temperature standards, it is safe to assume that other products on the shipment are also at proper temperature and should be accepted.

Measuring Temperatures of Dairy Products

- 6) Measure the temperature of dairy products immediately after it is taken off the truck.
- 7) Measure the temperature of dairy products that were placed in an area of the truck farthest from the cooling unit.
- 8) Check the temperature of milk in cartons by opening a carton and submerging the sensing area of thermometer. If the milk is packaged in a bulk plastic container, fold the soft plastic around the sensing area of the thermometer without puncturing the package. Check the temperature of other dairy products by holding the sensing area of the thermometer tightly between two packages.
- 9) Dairy products should be received at 41 degrees Fahrenheit or lower.

Measuring Temperatures of Fresh Eggs

- 10) Measure the temperature of eggs by piercing the shell and placing the sensing area of the thermometer inside the egg or by breaking one or two eggs into a glass and placing the sensing area of the thermometer into the egg contents.
- 11) Eggs should be received at temperatures of 45 degree Fahrenheit or lower.
- 12) The state reserves the right to reject the above items at temperatures above those previously indicated.

3.3 Load Condition:

- 3.3.1 The contractor shall load only products which are uncontaminated, of a proper temperature, and free from substances or components likely to contribute to contamination of other products in the load during transit, or likely to result in contamination of the conveyance.
- 3.3.2 Chemical products shall not be shipped on the same pallet with food.
- 3.3.3 Raw meat shall not be shipped on top of other food items.
- 3.3.4 All foods shall be packaged and loaded in a manner that minimizes physical damage or contamination under reasonable transportation conditions and procedures.

3.4 Packing and Packaging:

- 3.4.1 All packing and packaging shall be in accordance with good commercial practice. Frozen products must be packaged in a manner to prevent freezer burn. Raw meat products shall be packed in a manner to prevent leakage.

3.5 Administrative Support Requirements:

- 3.5.1 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangement, for all products and services. This includes assuming responsibility and liabilities for all problems relating to the products and services provided.

- 3.5.2 Online Catalog: The contractor shall establish and maintain their entire product line(s) in an online catalog with the current State of Missouri pricing. The online catalog must provide current product and pricing information which must include, at a minimum, the following:

- 1) Product/part number
- 2) Product description
- 3) Picture of product (if applicable)
- 4) Current end user delivered price
- 5) Expected delivery time (in days)

- 3.5.3 Ordering: The contractor shall establish and maintain an official ordering system. The contractor shall accept orders via phone, fax, or online from the ordering agency.

- a. Electronic Ordering Capabilities: The contractor must have electronic ordering capability for agencies to place orders online. Orders submitted electronically by the agency shall be placed and entered into the contractor's computer system same day. The contractor's ordering software must be capable of accepting electronic orders through CBORD food management software.

- b. Order Schedules: The contractor shall provide next-day delivery on all orders placed by 2:00 p.m. Central Time. For purposes of the contract, "next-day" shall mean the next business day. Order schedules shall be as follows:

- For delivery Monday -- Order placed by 2:00 p.m. Friday
- For delivery Tuesday -- Order placed by 2:00 p.m. Monday
- For delivery Wednesday -- Order placed by 2:00 p.m. Tuesday
- For delivery Thursday -- Order placed by 2:00 p.m. Wednesday
- For delivery Friday -- Order placed by 2:00 p.m. Thursday

An assigned representative from each state agency shall be able to call the contractor Monday through Friday with updates to orders until 2:00 p.m. the weekday afternoon of the day prior to delivery.

- c. Order Tracking: The contractor's online system must offer a means for providing the status of orders at various stage of fulfillment (i.e. order entry, product shipment, etc.). The contractor's online system must offer a means for providing an estimated time of availability for products currently out of stock, backordered/not available, and special orders. The online system must allow the state agency to be able to track order status and search for open orders. The tracking feature must allow the state agency to perform the following functions:

- Search for specific orders by purchase order number, order date, or state agency.
- Search using only partial purchase order numbers.

- d. Order Confirmations: The contractor shall provide order confirmations to the state agencies within 3 working hours of order placement verifying the availability of the item(s) ordered. Confirmation reports may be submitted by electronic means or facsimile.
 - e. Restocking Fees: There shall be no restocking charge for items that are ordered in error by the state agency if the items are regular stock items of the contractor.
- 3.5.4 Proprietary/Special Order Items: The State of Missouri will make every effort to use products already stocked by the contractor but reserves the right to request the contractor to stock or special order other items. The contractor shall agree to do so at the discretion of the state.
- a. A “proprietary item” shall be defined as an item the state expects the contractor to purchase and keep in stock so that it may be ordered as needed.
 - b. A “special order item” shall be defined as an item requested for a one-time purchase. The contractor shall purchase the product, and the state, within a short period of time, will order all of the product, reducing the contractor’s inventory by the full amount ordered.
 - c. The state shall notify the contractor three weeks in advance of the need for a proprietary or special order item and will indicate the amount needed for the initial purchase and the estimated monthly usage for proprietary items.
 - d. The contractor shall notify the state agencies three weeks in advance of turning a “regular stock item” into a “special order item”.
 - e. There shall be a minimum usage of 4 cases per month by the state (not individual agency) in order to stock a proprietary item. The agency shall order proprietary items with a limited shelf-life within one (1) month from date of purchase.
 - f. If there is a minimum order required from the manufacturer greater than or less than the 4-case minimum order, the contractor shall notify the agency in writing prior to placing the order. Any changes in the minimum order requirement must be sent to facilities in writing.
 - g. At the time, or in the event that this agreement is canceled, the state agrees to purchase all proprietary and special order items that the contractor has purchased at that time, as long as the quantity does not exceed 1-¼ the amount of the initial order by the state. The state will attempt to notify the contractor of special situations that may cause unusual or excessive movement of products.
 - h. There shall be no extra charges for the buying and storing of proprietary or special order items. The pricing for any special products shall be the same as the contractor’s current stock price for other similar products.
- 3.5.5 Substitutions: The contractor shall not substitute any item(s) ordered by a state agency until the contractor: 1) notifies the agency in writing (email is acceptable if the designated contact has an email address, and 2) receives written approval from the state agency to proceed with the substitution. Substitutions of products shall not be allowed without prior approval by the ordering state agency representative. The State of Missouri reserves the right to accept any proposed substitution offered by the contractor on the order; however, the state agency shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.
- a. If a substitution on an order needs to be made, the substituted item shall be priced and invoiced at the cost of the item initially ordered unless the cost of the substituted item is less. If the pack size is different on the substituted item, the price shall be prorated according to a cost per unit of the original item.

- b. All substitutions must be of equal or better quality regardless of packaging or package size, i.e. two 24/pack product for one 48/pack; or 4, 6 lb. roast per package for 4, 5 lb. roast per package.
- 3.5.6 Replacement of Damaged Product: The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 3.5.7 Customized Order Guide: During the start-up period, the contractor's customer account representative shall work with each agency to develop a customized order guide. This order guide shall list the items from the contractor's product line, which the agency plans to purchase on a recurring basis. The contractor must work with the CBORD Group Inc. and the DMH Dietetic Services Coordinator to electronically update the agencies current CBORD order guide with the new proposed order guide.
 - a. Individualized Price Order Sheets: The contractor shall provide individualized price order sheets (order guide) for each agency as designed in cooperation with each agency's Dietetic Services Director. The order guide may be in an electronic format for ease in updating. The order guide shall be individualized as to product content, arrangement of products for ease of inventory as well as to meet the needs of each menu cycle. The order guide must contain columns for inventory and ordering quantities beside each product/price listed. Unit cost must be stated per case as well as per pound, per ounce, or per individual portion. Multiple pound price shall not be accepted as unit price.
 - 1) The contractor agrees and understands that it will be the principle source of supply of the contracted monthly order guide items during the term of the contract. The contractor shall pay the difference in the cost of the products from other sources when the contractor is unable to fill the state agency orders.
 - 2) If the contractor cannot supply an item with a competitive retail price, the state reserves the right to purchase the item from an alternate source with the permission of the Oversight Committee.
- 3.5.8 Pricing Notifications: Dietetic Service Directors must receive written notification of prices as follows:
 - Fresh produce and meats – each Monday by 9:00 a.m.
 - Groceries, including all frozen non-meat, and all other commodities required by the contract – at least two (2) days before the end of the month by 9:00 a.m. for prices effective the following month.
- 3.5.9 Pricing Updates to CBORD Software: In addition to written notification of price changes, the contractor shall provide to the Department of Mental Health Dietetic Services Coordinator, electronic files to rapidly update weekly and monthly prices in the CBORD software.
- 3.5.10 Deliveries: The contractor shall deliver products to agencies on the days and at the times specified by the state. (See Attachment 1).
 - a. Delivery Locations: The contractor must facilitate delivery of the product to the state agency's location as specified on the order. The contractor's delivery ticket, an original, plus two (2) copies shall accompany each delivery. The authorized representative at each agency shall sign the copies, acknowledging receipt, and one copy returned to the contractor upon delivery. The other two copies shall remain at the agency.

- 1) If the contractor fails to deliver an order, the contractor shall take corrective action either by making a special delivery to the state agency or the state agency may purchase the product from other sources and the contractor shall incur any cost difference.
 - 2) There shall be no extra charge to the state for any delivery, no matter what the case count or dollar value of the order. There also shall be no extra charge for any deliveries made outside the attached delivery schedule. The state will make every attempt to avoid placing small orders.
- b. Receipt of Delivery: A designated state employee shall sign the invoice at the time of receipt of delivery. This signature shall only indicate that the order has been received but may not indicate that the invoice has been reconciled to the actual items delivered. Any deviations will be reported to the contractor's account representative within twenty-four (24) hours after delivery, who shall then issue credit memos for any incorrect charges and arrange for the return of any mis-shipped or deficient products. If a product is determined to be deficient after the 24 hour period or within a reasonable period of time agreed upon by the contractor and state, the facility will contact the contractor for return and credit.
- c. Warehouse/Transportation Sanitation: All of the contractor's facilities and delivery vehicles must conform with local, state and federal rules and regulations regarding sanitation, and shall be subject to inspection by state or other officials at the discretion of the state.
- 1) Warehouse: Food products ordered shall originate from a warehouse which must be inspected and licensed by the state and/or local Health Department. The State of Missouri reserves the right to inspect the warehouse unannounced during regular warehouse hours.
 - 2) Delivery Trucks: Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in a condition to prevent contamination of the supplies and shall be equipped to maintain the temperature prescribed in the specification/requirements. Trucks shall be free of contaminants and adulterants including but not limited to insects, rodents, mold or undesirable odors.
- d. Inspections and Acceptance: Inspection and acceptance will be performed at each agency delivery site. All items must be inspected and approved by the agency's authorized personnel receiving the delivery before final acceptance can be made. Foods transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection. Rejected products must be replaced within 24 hours if requested by the agency.
- e. Palletized Deliveries: All deliveries shall be palletized unless otherwise specified by the ordering agency. The contractor shall remove pallets from the facilities during the next scheduled delivery. Pallets must be clean and in good condition.
- f. Unloading: The contractor shall deliver and off-load all products to the areas specified by the agency. The contractor shall provide any equipment (excluding heavy equipment i.e. pallet jacks, forklift, etc.) needed to complete this process.
- g. Alternate Delivery Schedules: The contractor may propose an alternate delivery schedule for consideration and approval by the state. Alternate delivery schedules may be required for state-observed holidays. A list of holidays is attached (See Attachment 2). Each agency is responsible for negotiating alternate delivery dates with the contractor.

- h. Late Deliveries: In some instances as determined by the state agency, if an order is delivered late (after the agreed facility delivery window) the contractor shall be liable for any overtime pay incurred by the state receiving personnel. When a situation occurs, the contractor shall give credit to the agency for the overtime involved.
- 3.5.11 Product Returns: The state agency shall return any deficient or incorrect products within a reasonable period of time agreed upon by the state and contractor. The contractor's account representative shall be contacted to arrange for the pick-up and credit of the product. The driver must be allowed to correct the credit invoices and return merchandise at initial delivery.
- 3.5.12 Product Availability: If the contractor is unable to deliver a regularly ordered item and must temporarily purchase the item from an alternate supplier at a higher cost, the state shall have the option of purchasing that item from another source.
- 3.5.13 Allowances, Discounts and Rebates: The contractor shall pass on to the state all promotional allowances, discounts and manufacturers' rebates in the form of lower prices. Information regarding these rebates and discounts should be tracked by the contractor and provided to state auditors when requested. The contractor shall also help to keep the state informed of any other rebate opportunities that could be redeemed by the state and provide tracking information on usage so that the state may take full advantage of all available rebates and free goods offers.
 - a. The State of Missouri desires to receive rebates in the form of credits. Credits must be used within three (3) months from the date the agency receives the credit.
 - b. In cases of special after-invoice pricing, not indicated on the invoice, the contractor shall provide an explanation and price quotes reflecting same, i.e., volume discounts.
 - c. The contractor shall work with state facilities to secure any special pricing programs from the manufacturers.
- 3.5.14 Training: The contractor shall provide initial training and written instructions to state personnel to ensure complete understanding of the program and the ordering procedures.
- 3.5.15 Invoicing: An itemized invoice, including the agency's name, account number, product name, unit cost, and total charges must accompany all orders. The price on the invoice must match the price quoted at the time the order was placed. Any and all authorized substitutions shall be noted on applicable invoices.
 - a. Invoice items should be sorted according to the preference of the individual state agencies to allow maximum efficiency while receiving orders.
- 3.5.16 Reporting: The following reports must be provided to the agency's Dietetic Services Director by the 15th working day following the end of the business month as specified below:
 - a. A product list of all items purchased the previous month, including quantities purchased and total dollar amounts spent for that month. This report shall be set-up, listing products in the order to be determined by each agency. This report may also be modified to provide information in a format that reports product usage by value in descending order.
 - b. A listing report of the above product list for a year to date fiscal year of July 1 through June 30.
 - c. A monthly statement by invoice number showing all-outstanding debits and credits. A copy shall be sent to the Dietetic Service Director and to the account office at each agency.

- d. A service report of the number of deliveries, percent of order delivered for each delivery, service problems and comments by the delivery person.
- e. Rebate reports by companies and products.
- f. A summary report listing each agency monthly purchases with the form being designed in coordination with Dietetic Services Coordinator.
- g. A monthly usage report of all proprietary items (See paragraph 3.5.5) showing by agency and amount purchased. Changes in minimum order required from manufacturer will be included.
- h. A written follow-up report of all product and/or service problems within 10 working days of the state agency's report of any problems.

3.5.17 Contract Audits: The contractor shall allow the state to engage in an audit investigation following the requirements stated below:

- a. Audit Investigation: The State of Missouri reserves the right to investigate and/or audit the prices charged by the contractor to state agencies, with or without notice to the contractor, at the state's expense. If it is determined that the contractor has charged prices to state agencies in excess of those agreed to in the contract, the state shall consider this just cause for cancellation of the contract in its entirety, and may result in the contractor being removed from the list of eligible vendors who may do business with the state – either for a specific period of time, or permanently – at the discretion of the state. Any money paid by state agencies that are above that agree to in the contract shall be immediately returned to the state, in a form acceptable to the state agency.
- b. Contractor Maintained Records: The contractor shall maintain books, records, and documents of all costs and data in support of the services and products provided under the contract. The State of Missouri or its authorized representative shall have the right to audit the books, records, and documents of the contractor.
 - 1) These provisions for an audit shall give the State of Missouri unlimited access during normal working hours to the contractor's books and records under the conditions stated above.
 - 2) Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the State of Missouri for a period of three (3) years thereafter, at all reasonable times at the office of the contractor but without direct charge to the state, all its books, records, documents, and other evidence bearing on the costs and expenses of the services and supplies relating to the work hereunder.
 - 3) The State of Missouri's right to audit and preservation of records shall terminate at the end of three (3) years as stated herein above. The contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require the same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work. Should the contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to ensure State of Missouri's rights hereunder, the contractor shall be liable to State of Missouri for all reasonable costs, expenses and attorney's fees which the State of Missouri may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to State of Missouri from said persons under this clause. Such audit may be conducted by the State of Missouri or its authorized representative.

3.5.18 Account Management: The contractor shall assign an account management team to the State of Missouri to ensure adequate oversight and ample support in assisting the state agency's needs.

- a. The account management team must be able to assist state agencies in obtaining product information, availability, pricing, and answering general questions about various products.
- b. The account management team must function as a vendor neutral advisor to the various state agencies by providing information regarding all manufacturers' products, when requested, thus allowing agencies to choose the most acceptable product.
- c. The account management team must be accessible by both telephone and email between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding state holidays.
- d. The account management team shall be responsible for providing the following:
 - 1) Daily processing of all agencies orders.
 - 2) Daily communication with state dietetic services managers to discuss any shortages and needed substitutions.
 - 3) Demonstration of new products available on the market made to dietetic service managers.
 - 4) Response to inquiries about products within one working day.
 - 5) Conducting can cuttings and samplings on site as needed by the state.
 - 6) Maintaining and updating the online catalog and review with and distribute to the different units on an on-going basis.
 - 7) Resolving the state's complaints in a mutually acceptable manner. A written plan of correction may be required by the state.
 - 8) Issuing credit memos and arrange for the return of mis-shipped or deficient products.
 - 9) Resolving any problems with the order/delivery schedule.
 - 10) Coordinating with state representatives any rebate programs.
 - 11) Provide for research and training and make recommendations for any product changes to better meet the state's needs.
 - 12) Maintaining an effective working relationship between the state and the contractor.

3.5.19 General Support Offerings:

- a. Samples: The contractor shall provide samples in an effort to help the state obtain the most acceptable/appropriate products capable of meeting the needs of the state. Samples must be provided free of charge.
- b. Can Cutting/Product Testing: The initial process of can cutting and product testing, to decide quality level of items to be purchased, should be performed at the contractor's facility under the supervision of selected state personnel. An annual can cutting of products approved by the state agency shall be performed.
- c. Product Specialists: The contractor shall provide the access to product specialists in recipe development, merchandising, baking, beverages, culinary arts, produce, meat and seafood in order to improve the services provided by the state.
- d. Dispensing Equipment: The contractor shall provide a list of all dispensing (non-manufacturing) equipment programs available for food and beverage products. The list must be updated and provided annually.

- 1) The Dietetic Service Director for each agency must approve all equipment provided. The equipment provided shall be at no additional cost to the state.
- 2) The contractor shall be responsible for final installation of any equipment within thirty (30) days of request to provide such equipment. The state shall be responsible for bringing electric and water lines, if needed, to the proposed location.
- 3) Loss or damage to dispensing equipment shall be the sole responsibility of the contractor. The state assumes no responsibility for any damage to the dispensing equipment.
- 4) The contractor shall furnish all mechanical service necessary to keep the dispensing equipment in a satisfactory working condition at no additional expense to the state. The contractor shall provide repair service within a twenty-four (24) hour notice period by a qualified technician. The contractor's service technician shall provide periodic preventative maintenance.
- 5) The contractor shall provide the state with written instructions through the service technician for the daily operation and sanitation of the equipment.
- 6) The contractor shall furnish at no cost, all replacement parts, including labor for replacement.

4. PERFORMANCE MANAGEMENT:

4.1 General:

- 4.1.1 The purpose of this section is to measure and assure the performance of the contractor and services in relationship to the expectations and requirements of the state and its various end-users. This section is also intended to provide a means to assess support and guide the continuous improvement and innovation of the contractor's service processes and organizational performance. Additionally, this section is aimed at ensuring that the relationship between the State of Missouri and the contractor is actively managed.

4.2 Oversight Committee:

- 4.2.1 Oversight Committee: A committee comprised of representatives from various state agencies served by the contract, including the Division of Purchasing and Materials Management, shall be established to fulfill the above-mentioned purposes and function as "overseers" of the contract. The contractor's project manager and other staff as desired shall be represented as part of this committee. The project manager shall be fully authorized to act on behalf of the contractor to address the purposes of this section including commitment of financial resources, establish or revise policies and operating procedures. The contractor's team shall participate at no additional cost to the State of Missouri.
- a. The committee may seek the services of a facilitator whose primary purpose shall be to support and focus the effort of the oversight committee in fulfilling its responsibilities as described herein.
- 4.2.2 Oversight Committee Meetings: The oversight committee shall meet at least quarterly or as otherwise determined by the committee to fulfill its responsibilities. At a minimum, the meetings shall provide an opportunity to review sales and performance reports and monitor contractor performance and overall state agency satisfaction.

- a. Unless otherwise agreed by the Oversight Committee, all meetings shall be held in Jefferson City. The Oversight Committee may request a meeting(s) at the contractor's facility or the facility of a user-agency.

4.2.3 Oversight Committee Responsibilities:

- a. An oversight committee shall serve as a forum for revising and/or refining contract provisions and requirements provided changes/refinement are within the scope of the contract. Such changes will only be considered which provide a clear and compelling benefit to the State of Missouri.
 - 1) All such revisions to the contract must be completed through an official written contract amendment in accordance with the amendment provisions specified elsewhere herein as authorized by the Division of Purchasing and Materials Management.
- b. The oversight committee shall conduct an annual assessment of its approaches and their success in fulfilling the requirements of the contract, and the expectations and requirements of end users.

4.3 Performance Measurement:

- 4.3.1 The oversight committee shall develop a written plan for performance measurement.
- 4.3.2 Time frame – this plan shall be initially completed within six months following the date of contract award. The plan shall be continually updated throughout the life of the contract.
- 4.3.3 Key services/processes – within the performance measurement plan the oversight committee shall identify and prioritize the key services and/or processes covered by the contract, i.e., on time delivery or fill-rate.
- 4.3.4 Defining expectations/requirements – for each of the key services and/or processes identified, the oversight committee shall determine and define expectations and requirements within the performance measurement plan, for example, approved substitutions or accuracy of invoices.
- 4.3.5 Measurement – within the performance measurement plan the oversight committee shall establish reporting mechanisms and requirements as indicators for each service, process and function, for example, percent of deliveries more than 15 minutes late.
- 4.3.6 End-user input – in developing the performance measurement plan, the oversight committee shall directly consult with end-users in identifying customer expectations and requirements as well as satisfaction or dissatisfaction.
- 4.3.7 Performance reporting – minimally, as described in the performance plan, the contractor must provide detailed analyses and reports of its performance to the oversight committee on a quarterly basis, or as otherwise required by the committee.
- 4.3.8 Expected key performance indicators – at this time and subject to the work of the oversight committee, key performance indicators are expected to include, but are not limited to: timeliness of delivery, condition of load, fill rate, approved substitution, accuracy of pricing and invoicing, effective problem-solving, and courtesy and responsiveness of contractor staff.
- 4.3.9 Definition of key customer expectations – the committee shall seek input from key customers such as receiving clerks, account clerks, and others whose work is directly affected by the

contractor's services in the development of the performance plan and the ongoing assessment of performance.

4.3.10 Goals and Timelines – following establishment of baseline information for those indicators defined by the performance plan, the oversight committee and the contractor shall establish goals and timelines for improvements in prioritized service product areas. These shall be areas requiring immediate attention and/or action by the contractor. This may include, but is not limited to, specific thresholds for performance and schedules for attainment of those thresholds.

- 1) The contractor must demonstrate improvements in all areas; however, targeted improvements shall be expected particularly in those areas designated as priorities by the oversight committee.
- 2) The oversight committee may require the contractor to develop and implement written plans of corrections of those areas identified as deficient.
- 3) In the event that the contractor is unable to substantially fulfill its responsibilities as described by this section, the performance plan, plans of correction and other indicators of performance, the contractor shall provide reimbursement program, in the form of credits, to the State of Missouri as compensation. This reimbursement shall include costs associated with unacceptable substitutions, load conditions, as well as time and materials affected by contractor's performance.
- 4) The contractor shall provide for the electronic transfer of information regarding purchases and receipts to individual agencies as needed for the operation of dietary management software systems. These data transfers shall be completed within 90 days from the time agencies are able to provide complete technical requirements.
- 5) "Critical Errors" – in the event that the contractor's performance is found to include errors that may endanger client, customer, or employee safety or which constitute fraud, a penalty shall be levied against the contractor equal to the amount of the supplier's markup (as defined in this RFP) for the entire month's orders to the agency as which the error occurred. For example – delivery goods to a agency that was previously rejected by the same or another agency due to violation of Department of Health standards.

4.3.11 Continuing improvement – the contractor shall establish improvement plans, and the means to implement these plans, so that service performance improves throughout the life of the contract.

4.3.12 The contractor shall undertake such other related actions as required for the implementation of this section at no additional cost to the State of Missouri, e.g., process improvement, customer satisfaction, etc.

4.3.13 The contractor shall develop data collection and reporting mechanisms to support the evaluation and monitoring of the performance of the contractor's services by the oversight committee. The development, revision and management of these mechanisms and the publication of their associated reports shall be provided at no additional cost to the State of Missouri.

5. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

5.1 Contact:

- 5.1.1 Any and all communication from offerors regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official proposal opening date.

5.2 Business Compliance:

- 5.2.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

5.3 Preparation and Submission of Proposal:

- 5.3.1 Structure: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to structure their proposal as follows:

Signed RFP and RFP Amendment Cover Pages
Transmittal Letter/Executive Summary
Exhibit A - Pricing Pages
Exhibit B - Capabilities/Method of Performance
Exhibit C - Experience and Reliability
Exhibit D - Financial Review/Company Profile
Exhibit E & F - MBE/WBE Participation
Exhibit G - Other Information
Exhibit H - Domestic Products Procurement Act (Buy American)
Exhibit I - Certification Regarding Debarment
State of Missouri, Terms and Conditions – Request for Proposal

- 5.3.2 Organization of Content: To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
- 5.3.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.

- 5.3.4 Copies: When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal for a total of six (6) copies. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.
- 5.3.5 Imaging Ready: All proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed or after all proposals are rejected. The scanned information will be able to be viewed through the Internet from the Public Record Search system. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.
- 5.3.6 Open Records: The offeror’s proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above-referenced statute. Proprietary or confidential portions of the offeror’s proposal allowed by the statute shall be separated, sealed and clearly marked as confidential. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.
- 5.3.7 Compliance with Terms and Conditions: The offeror’s proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words “must” and “shall”) including the RFP terms and conditions. The State of Missouri shall not award a noncompliant proposal.
- a. The offeror is cautioned that when submitting pre-printed terms and conditions or regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements.

5.4 Evaluation:

- 5.4.1 Evaluation Criteria: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposals in accordance with the evaluation criteria stated below:

Cost	50%
Capabilities and Method of Performance	25%
Experience and Reliability	15%
Financial Review/Company Profile	5%
MBE/WBE Participation	5%

- 5.4.2 Cost Evaluation: The evaluation of cost shall be objective and based on quoted prices in the Market Basket Items pricing pages. The cost evaluation shall include all market basket items. The State of Missouri reserves the right to evaluate optional items, if deemed necessary.
- a. For purposes of the cost evaluation, the state will compute the total cost for all items listed in the Market Basket Items pricing pages. Cost points shall be based on the total cost and shall be prorated between offerors based on the lowest total price from an acceptable offeror.
- 1) Cost points shall be calculated based on the following formula using the total price computed:

$$\frac{\text{Lowest Responsive Offeror's Total Price}}{\text{Compared Offeror's Price}} \times 50 = \text{Cost evaluation points}$$

Note: The market basket items are for evaluation purposes only and shall not limit the state to purchase only the items listed.

- 5.4.3 Subjective Evaluation: The evaluation of Capabilities and Methods of Performance, Experience and Reliability, Financial Review and Company Profile, and MBE/WBE Participation shall be subjective based on facts presented by the offeror. Information provided by the offeror in response to the narrative included in the offeror's proposal, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation of proposals.
- 5.4.4 Proposal Detail Requirements and Deviations: It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal unacceptable. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- Note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.
- 5.4.5 Description of Product: The offeror should present a detailed description of all equipment, products, and services proposed in the response to this RFP. It is the offeror's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
- 5.4.6 Submission of Technical Specifications: The offeror should submit complete technical specifications which fully describe all proposed items with the proposal. Failure to provide adequate information may result in rejection of the proposal.
- 5.4.7 Presentation/Demonstration: Offerors may be required to make an oral presentation of his/her proposal. The offeror may also be required to provide samples of all items proposed, discuss services that shall be provided and proposed product line. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 5.4.8 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

5.5 Offeror's Response to Evaluative Criteria:

- 5.5.1 Cost: For purposes of the cost evaluation, the offeror must price all market basket items for all product categories listed in **Exhibit A**, Pricing Pages. The offeror must state the case cost, freight charges (if any), any allowances (rebates, discounts, price breaks, etc.) offered for the item, the offeror's markup and the resulting price to the state (delivered cost).
 - a. The case costs quoted in the market basket shall reflect pricing as obtained from their supplier(s) for the applicable item. Written documentation (e.g. copies of quotes or invoices) from the supplier(s) verifying the case cost quoted to the offeror for each of the items listed in the market basket must be submitted with the offeror's response. The supplier's quotes must reflect current pricing (i.e. dated no earlier than the date of RFP issuance). An audit may be performed before the contract is awarded to determine the accuracy of the pricing submitted.
 - 1) If a market basket item listed is not carried by the company, a letter from the manufacturer/supplier verifying the proposed pricing to the offeror shall be acceptable.
 - b. The offeror should note any alternate packaging being proposed on the market basket items pricing pages provided herein.
 - c. If brand names are specified on the market basket items pricing pages, the offeror must propose that particular manufacturer/brand. Substitutions are unacceptable on the brand names listed for evaluation of market basket items only.
 - d. The state reserves the right to test samples of items listed in the market basket, at the offeror's expense, in an effort to verify the stated quality and adherence to the specifications.
- 5.5.2 Capabilities and Method of Performance: The offeror should provide in written narrative, information that describes how the offeror intends to comply with and perform all tasks as enumerated and specified in Sections 3 and 4 of this RFP. **Exhibit B** is provided for the offeror's convenience in presenting this detail.
- 5.5.3 Experience and Reliability: The offeror should provide information relative to the offeror's experience and reliability, especially information as it relates to the requirements of this RFP, including current and previous contracts the offeror holds for the provision of food items to other public or private entities. It is highly desirable that the offeror respond to the information requested in **Exhibit C** for purposes of evaluating the offeror's experience and reliability.
- 5.5.4 Financial Review/Company Profile: The offeror should provide information that depicts the offeror's ability to support a contract of this magnitude, including sales statistics, company status/ratings, etc. It is highly desirable that the offeror respond to the information requested in **Exhibit D** for purposes of evaluating the offeror's financial review and company profile.

5.5.5 Evaluation of Offeror's Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation:

- a. In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, it is desired the offeror secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
 - 1) These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - 2) Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
 - 3) In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)
- b. The offeror’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered subjectively in the evaluation process as specified below:
 - 1) The offeror’s failure to provide any commercially useful MBE/WBE participation shall result in a score of 0 in this evaluation category.
 - 2) Offerors meeting or exceeding the State of Missouri targets of 10% MBE and 5% WBE participation shall receive the maximum points in this category.
 - 3) Lesser participation commitments shall receive a lesser amount of the maximum points.
- c. If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide information on the offeror’s proposed participation of MBE/WBE firms by submitting the following completed Exhibits with the proposal.
 - 1) Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete **Exhibit E**, Participation Commitment, in order to identify each proposed MBE and WBE as well as to identify the offeror’s proposed total MBE/WBE participation commitment.
 - 2) Documentation of MBE/WBE Participation - If the offeror is proposing MBE/WBE participation, the offeror must ensure that each MBE and WBE listed in **Exhibit E**, Participation Commitment, completes **Exhibit F**, Documentation of MBE/WBE Participation, which must be submitted with the offeror’s proposal.
 - 3) Offerors Qualifying as MBE/WBE – If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must complete both the Participation Commitment and Documentation of MBE/WBE Participation Exhibits identified above.
- d. Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror in **Exhibit E**, Participation Commitment, and verified in **Exhibit F**, Documentation of MBE/WBE Participation, shall be interpreted as a contractual requirement.

5.5.6 Definition of Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

5.5.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://www.oa.mo.gov/oswd>

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

5.6 Other Information:

- 5.6.1 The offeror should respond to the information requested in **Exhibit G**, Other Information.

5.7 Buy American:

- 5.7.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 5.7.2 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- 5.7.3 If the offeror claims there is only one line of the goods manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 5.7.4 In accordance with the Buy American Act, the offeror must provide proof of compliance with RSMo 34.353. Therefore the offeror should complete and return **Exhibit H**, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.

5.8 Debarment Certification:

- 5.8.1 Offerors should complete and return the attached certification regarding debarment with their response, **Exhibit I**. This document must be satisfactorily completed prior to award of the contract.

**EXHIBIT A
PRICING PAGES
(Market Basket Items)**

All pricing offered under the contract shall be the contractor's current stock price. The contractor's current stock price shall be based on the contractor's case cost plus freight charges (if any), less any allowances (rebates, discounts, and price breaks associated with the purchase of the product), plus the contractor's markup.

For purposes of the cost evaluation, the offeror must price all market basket items listed below. The offeror must state the case cost, freight charges (if any), less any allowances (rebates, discounts, price breaks, etc.), the contractor's markup and the resulting price to the state (delivered cost). The offeror should indicate the manufacturer/brand bidding in the space provided and note any alternate packaging being proposed in the "Unit Bid" column below.

Case costs stated for the market basket shall reflect pricing as obtained from their supplier(s) for the applicable item. Written documentation (e.g. copies of quotes or invoices) from the supplier(s) verifying the case cost quoted to the offeror for each of the items listed in the market basket must be submitted with the offeror's response. The supplier's quotes must reflect current pricing (i.e. dated no earlier than the date of RFP issuance).

Note: The market basket items are for evaluation purposes only and shall not limit the state to purchase only the items listed.

Category 1 - Grocery Items

Item Description	Unit	Unit Bid	Case Cost	Freight Costs (if any)	Allowances (if any)	Percent Markup	Delivered Cost
Apples, Sliced, water packed 6/#10, Grade A Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Applesauce, In Water, Grade A Fancy, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Apricot Halves, Unpeeled, Light Syrup, 86-108 Count, 62 oz. min. drained weight, Grade B Choice, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Cherry, Red Maraschino, Whole w/o stem 600/650 Count, Grade A Fancy, 4/1 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Citrus Salad, Light Syrup, 16 Brix, 27 oz. min. drained weight, 12/50 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Fruit Cocktail, 71.2 oz. min. drained weight, 14-18 oz. Brix in juice, Grade B Choice, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Fruit for Salad, 18 Brix, quartered, in juice 64.5 oz. min. drained weight, Grade B Choice, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Peach, Yellow Cling, diced in juice 68.5 oz. min. drained weight, Grade B Choice, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Peach, Yellow Cling Slice in juice, 14-19 Brix, 68.5 oz. min. drained weight, 115-155 count, Grade B Choice, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Pear, Diced in Juice, 64.1 oz. min. drained weight, Grade B Choice, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Pineapple Tidbits in juice, 63.5 oz. min. drained weight, Grade B Choice 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Pineapple Crushed Juice Pack, 78% contents, Hawaii or Philippine, Grade A Fancy, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Juice, Apple, Unsweetened Only, Grade A, 12/46 oz. Resealable Carton, Thirster Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Juice, CranApple, "Ocean Spray" Brand, 12/46 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Juice, Cranberry Cocktail RTU Resealable Carton 12/46 oz. Thirster Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Juice, Grape, Concord, Unsweetened, Grade A, 12/46 oz. Resealable Carton, Thirster Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Juice, Cranberry, Reduced, Calorie, Ocean Spray, 12/46 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Juice, Orange, Unsweetened RTU Resealable Carton, Thirster 12/46 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Juice, Prune, Unsweetened, Best Commercial Quality , 12/46 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Juice Prune, Unsweetened, 40/4 oz Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Juice, Lemonade, Nutrasweet 5+1, 3 Gal, Lemon X Brand Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Bean, Red Tomato Sauce with dried Pork, Grade A, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Bean, Green, Cut, 4 or 5 Sieve, 63.0 oz. Minimum Drained Weight ¾" minimum, 1-1/2" Maximum Size, Grade B, Extra Standard, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Beet, Sliced Medium 2" to 2-1/2", 3/8" thick, 68.0 oz. Minimum drained weight, Grade A Fancy, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Corn, Cream Style, whole kernel, golden, 106 oz. Net weight, Grade A Fancy, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Mustard Greens, Chopped Leaf, 58.4 oz. Minimum drained weight, Grade A Fancy, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Peas, Early June Smooth skin 3-4 sieve or blended 69.0 oz. Minimum drained weight, Grade B Extra Standard 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Sauerkraut, Shredded 80.0 oz. minimum drained weight, Grade A Fancy, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Spinach, Cut Leaf, 58.4 oz. minimum drained weight, Grade A Fancy, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Vegetable Juice V8 12/46 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Vegetable Juice V8 Low Sodium 48/5 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Potato, Sweet Whole & Cut, 73 oz. minimum drained weight, Light Syrup, Grade A Fancy, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Tomato, Whole Peeled, 72.2 oz. minimum drained weight in juice, Grade A, Fancy 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Tomato Concentrated, Crushed 105 oz. minimum net weight, Grade Fancy 6/#10 cans Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Tomato Paste 26-28% Concentration Grade A Fancy, 112.0 oz. net weight 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Tomato Puree, 10.2-11.3 Concentration 1.045 Specific Gravity, 104.0 oz. net weight, Grade A Fancy, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Tomato Catsup extra thick, 115 oz. net weight, Grade A Fancy, 6/#10 cans Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Fish, Tuna, Light Meat, Chunk in water, US Federal Commercial Grade, Fed Spec. SPC-PP-T-771B 6/66 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Sugar, White, Beet, x-fine 5 lb. Bag Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Sugar, White, Cane, x-fine, 50 Lb. Bag Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Jelly assorted grape, apple, strawberry, 200 ½ oz. Grade A Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Jelly assorted, diet 200 ½ oz. Grade A Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Jelly, grape, Pure, 8 lb. minimum net weight, Grade A, 6/#10 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Gelatin Powder, Sugar Free, Red Assorted, Jello Brand, 18/2.5 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Gelatin Powder, Strawberry Flavored 12/24 oz., Jello Brand Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Dried Veg. Beans, Great Northern, Grade 1, 25 lb. bag Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Noodles, Egg, Enriched Medium, ¼”, 10 lb. Carton Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Rice, Whole Grain, Converted, US #1, parboil, 25 lb. bag Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Cornstarch, Federal Spec. N-C-541, 25 lb. bag Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Pickle, Sliced, natural Dill, 750 count/gallon, 1/8” smooth, slice 1-1/4” – 1-1/2” range, Grade A, 4/1 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Relish, Sweet Pickle, Grade A, 4/1 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Dressing, Italian, Low Cal, Kraft, Wishbone or Seven Seas, 4/1 gal., plastic container Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Dressing, 1000 Island, Fat Free, Kraft, Wishbone or Seven Seas, 4/1 gal., plastic container Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Dressing, French, Low Cal, Kraft, Wishbone or Seven Seas, 12/8 oz. container Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Dressing, Ranch, Fat Free, Kraft, Wishbone or Seven Seas, 12/8 oz. container Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Salad Dressing, Mayonnaise low fat, 4/1 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Barbeque Sauce, Cattleman’s Brand, 4/1 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Mustard, Prepared Yellow or French Style, No Added Foreign Starch-Bearing materials, Not Less than 16/5% solids, 4/1 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Soy Sauce, Kikkoman, 4/1 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Vinegar, White Acid, 40 Grain, Federal Spec. 2-V-401B, 6/1 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Chocolate Chip, Sweet, Imitation, 5 lb./carton Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Cocoa, Dark, Pure, 22% fat to state on case, Federal Spec. JJJ-C-5010, 6/5 lb. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Spice, Chili Powder, Ground Type 2, 1 lb. package Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Spice, Cinnamon, Pure, Balanic, Ground, 1 lb. package Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Spice, Garlic Salt, Ground, Type 2, 1 lb. package Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Spice, Garlic Powder, 1 lb. package Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Spice, Onion Salt, Ground, Type 2, 1 lb. package Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Spice, Paprika, Spanish, Ground, 1 lb. package Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Spice, Pepper, Black, Ground, Type 2, 1 lb. package Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Fruit Crystal, Lemon, Sugar Added, Fortified with Vitamin C, 12/2 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Fruit Crystal, Orange, Artificially Sweetened, Bernard Brand Only, 12/2 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Fruit Crystal, Lemon, Artificially Sweetened, Bernard Brand Only 12/2 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Fruit Crystal, Asst., Artificially Sweetened, Fortified with Vitamin C, 12/2 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Potato Pearls, Excel 12/28 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Potato, Granular, Dehydrated, with Milk, 6/#10 cans Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Potato Slices, Dehydrated, 4/5 lb. bags Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Milk, Powdered, Skim 50-50 8/#5 bags Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Topping Dry Whip Mix, 12/13.5 oz. per case Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Cake Mix, Devils Food, General Mills, 6/5 lb. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Oil, Cooking, Soybean, 6/1 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Catsup, 33% Solids, Individual Packets, 9 Gram, 1000/cs. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Cream, Non-Dairy Substitute, Individual Packets, 2.5 Gram, 2000/cs. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Mustard, Individual Packets, 5.5 Gram, 500/cs. Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Sugar, Individual Packets, Beet or Cane 1/10 th oz., 2000/cs. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Sugar Substitute, Bulk, Equal 6/1# Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Sugar Substitute, Individual Packets, Equal, 1000/cs. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Sugar Substitute, Individual Packets, Sweet n' Low, 1 gram 2000/cs. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Cookie, Sandwich Type, Vanilla Base with Vanilla Cream Filling, Bulk, 30 ct/lb. Approx. 11 lbs. Container Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Cookie, Sandwich type, Chocolate Base, with Vanilla Cream Filling, 40 ct/lb., 12/15 oz. Nabisco Brand Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Cookie, Vanilla, Wafer Type, 100 ct/lb., 12/11 oz. pkg/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Cracker, Graham, Honey Type, 2 lbs./package, 8 Lbs./container Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Cracker Crumbs, Graham, 10# Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Cracker, Soda, Salted, 500/2 count Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Peanut Butter, Creamy, 5 Lb Mfg/Brand:_____	5 Lb		\$	\$	\$	%	\$
Biscuit, Buttermilk, Round 3", Heat and Serve 120/2.5 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Coffee, Decaf, Gold Crown or Folgers 32/10 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Coffee, Regular, Cold Crown or Folgers 12/2 lb Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Coffee, Regular, Choice, 5/14 oz, Nescafe #41415 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Tea, Concentrated Liquid, BIB, 11+1, Lemon X Brand, 3 gal. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Potato Chips, Crinkle or Regular, 6/lb. bag/cs. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Potato Chips, Baked, 60/1 oz Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Soup, Chicken Noodle, 12/51 oz. Campbell's Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Soup, Cream of Mushroom, 12/50 oz./ cs., Campbell's Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Soup, Tomato, 12/51 oz./cs., Campbell's Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Soup, Vegetable, Low Sodium, 24/7.25 oz. cans Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Beef Base, LeGout 095, 12/1 lb./cs., pack #88530 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Chicken Base, LeGout 095, 12/1 lb./cs., pack #88530 Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Pureed Beef 12/303 cans Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Pureed Pork 12/303 cans Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Supplement, Thicken-Up, Resource 12/8 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
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Category 2 - Frozen Produce

Item Description	Unit	Unit Bid	Case Cost	Freight Costs (if any)	Allowances (if any)	Percent Markup	Delivered Cost
Frozen Asparagus cuts and tips Grade A 12/2.5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
—							
Frozen Green Beans, Snap Cut, Grade A, 12/2.5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
—							
Frozen Bean, Baby Lima, thin seed, Grade A, 12/2.5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
—							
Frozen Broccoli Spears, Approx. 5” lengths, 18/26 count, Grade A 12/2 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Broccoli Chopped ¼” length, Grade A 12/2.5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Carrots Diced 3/8”, Grade A, 20 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Cauliflower, Fancy, Cluster, Grade A, 12/2.5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Corn, Yellow, Whole Kernel, Grade A, 12/2.5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Peas, Fancy, Grade A, 12/2.5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Italian Style Vegetable Blend Zucchini, Carrots, Italian Green Beans, Baby Lima Beans, Cauliflower, and Red Pepper (if available), Grade A, 12/2 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Tater Tots fry or bake, Grade A, 6/5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$

Frozen Potatoes, Crinkle Cut, Blanched, 1-1/2" minimum length, Grade A, 6/5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Potato Wedge with Skin, Grade A, 6/5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Hash Brown, Patty 120/2 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Frozen Spinach Chopped, Grade A, 12/3 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Mustard Greens, Chopped, Grade A, 12/3 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Mixed Vegetables with Diced Carrots, Green Peas, Cut Corn, Cut Green Beans and Baby Lima Beans, Grade A, 12/2.5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Oriental Vegetable Blend 12/1.75 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Apples, grade A, 30 lb. container Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Cherries, Red, Sour Pitted, Grade A, 4 + 1, 30 lb. container Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Strawberries, Sliced, Grade A, 4 + 1, 30 lb. container Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Strawberries, Sliced IQF, Grade A, 6/6.5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frozen Orange Juice Unsweetened, 3 + 1, Grade A, 12/32 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Frozen Cherry Turnover, 144 per case, Pepperidge Farm Brand Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Frozen Whipped Topping, 12/1 Qt., Rich's Brand Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Breakfast Patties Vegetarian Morning Star 112/1.3 oz. Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Category 3 - Fresh Produce

Item Description	Unit	Unit Bid	Case Cost	Freight Costs (if any)	Allowances (if any)	Percent Markup	Delivered Cost
Apples, Eating or Dessert, Red Delicious, Fancy, Standard Tray Pack in boxes or cartons, 113/bx Mfg/Brand:_____	Box		\$	\$	\$	%	\$
Bananas, #4-#5 Yellow, Dole 40 lb. box Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Bananas, Petite, 150 Count, green tip, 90% or more free from defect, not more than 1% decay Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Grapes, U.S. #1, Thompson, Seedless, medium size, 16 lb. Lug Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Lemons, U.S. #1, California, Not More than 1% Decay, Standard Pack, 165/ctn Mfg/Brand:_____	Ctn		\$	\$	\$	%	\$
Oranges U.S. #1 Navels or Valencia, Fancy, 113/ctn Mfg/Brand:_____	Ctn		\$	\$	\$	%	\$
Strawberries, U.S. #1, ¾ inch minimum, 12 pint flat Mfg/Brand:_____	Flat		\$	\$	\$	%	\$
Cabbage, Green, U.S. #1, 2 lb. minimum to 4 lb. maximum size packed 50 lb. bags or carton Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Carrots, Topped, U.S. #1, Standard Pack, ¾" minimum, 1-3/4" maximum, not less than 5" long, 48-1 lb. or 2 lb. Cello Pack Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Carrots, Topped, U.S. #1, Standard Pack, ¾" minimum, 1-3/4" max., not less than 5" long, 50 lb. bulk pack Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Cauliflower, U.S. #1, 4" minimum, Jackets, Well Trimmed, Packed 12 to crate, cello wrapped Mfg/Brand:_____	Crate		\$	\$	\$	%	\$

Celery Diced U.S. #1, 3/8" 4/5 lb. Mfg/Brand:_____	Crate		\$	\$	\$	%	\$
Celery, U.S. #1, Pascal or Golden Heart, tight pack, 3 dz/crate Mfg/Brand:_____	Crate		\$	\$	\$	%	\$
Cucumbers, Slicing, U.S. #1, 1/2" minimum, 2-3/8" maximum diameter, not less than 6" length Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Garlic, Whole Bulbs, U.S. #1 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Lettuce, Shredded 1/8" U.S. #1, 4/5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Lettuce Salad, Chopped, U.S. #1, 4/5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Lettuce, Head, U.S. #1, not less than 75% hard to firm, 24 heads per carton, 45 lb. Net weight Mfg/Brand:_____	Ctn		\$	\$	\$	%	\$
Onions, Green, U.S. #1, Medium, 1/2" to 1" Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Onions, Yellow Diced, U.S. #1 4/5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Onions, Yellow, U.S. #1 Packet 50 lb. per bag "New", Medium 2" minimum – 2-3/4" maximum Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Parsley, U.S. #1, in bunches Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Peppers, Green, U.S. #2 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Spinach, U.S. #1, Fresh, Loose Leaf, Well Trimmed Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$

Tomatoes, tray Pack, U.S. #1, Pink, Light Red, Red, Packed in 2 layer lug, 10 lb. to layer, 5 x 6 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Potatoes, Bakers, U.S. #1 Packed in cardboard carton, 50 lb. net, must be packed at point of origin, 100 ct Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Potatoes, Round, U.S. #1 Commercial, Red, Sprout Inhibitor in April, May and June, Size A, 2” minimum with 40% 2-1/2” or larger, washed/packed 50# net in new bags Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$

Category 4 - Meat, Poultry, and Fish

Item Description	Unit	Unit Bid	Case Cost	Freight Costs (if any)	Allowances (if any)	Percent Markup	Delivered Cost
Ground Beef, 80/20 Fine 10 lb. carton frozen maximum fat allowed 22% IMP 136 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Ground Beef, 80/20, Fresh 4/5 Lb Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Beef Patties, 4 to 1 portion, Unseasoned, frozen, 80 lean, 20 fat, layer pack, maximum fat allowed 22% IMPS 1136 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Beef Patties, 5 to 1, Unseasoned, Frozen, 80/20 Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Beef Patties 4 to 1, Seasoned, Frozen, 80/20 Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Beef, Round, Top (inside), 18-23 lb. each, untrimmed, U.S. Select, Frozen IMPS 168 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Beef, Cube Steaks, special U.S. Select, Frozen 40/4 oz. IMPS 1101 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Beef Roast, Deli Medium Cooked 2/7# Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Beef for Stew, choice 10 lb. carton, frozen 85% not smaller than ¾" and not larger than 1.5" cube IMPS 135A Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Pork Shoulder, Boston Butt, Boneless, Tied 4-8 lb. each, Frozen IMPS 406A Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Pork Loin Cooked Boneless 2/8# IMPS 413 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Pork Loin Chops, fresh 40/4 oz. IMPS 1410 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$

Pork Loin, Boneless, 8-12 lb. Frozen IMPS 413 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Pork Rib Patty, BBQ, Precooked, 53/3 oz Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Ham Buffet 10% Water Added 2/11# Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Ham, Pork, Cured, Boneless, Skinless, 8-12 lb. Frozen, Fully Cooked, Style C, Water Added, Round Style Artificial Casing, IMPS 505 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Pork Sausage, Whole Hog, Raw, 4/5 Lb Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Sausage Patty, Whole Hog Raw 96/2 oz. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Sausage Links 160/1 oz. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Bacon Layout 18/22 ct. 15#, IMPS 409 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Frankfurter 8:1 link/lb., 10 lb./package, Frozen Formula A – Turkey, Skinless or Mechanically Formed, Natural Color IMPS 800 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Fish, Ocean Perch, Fillet, Grade A, Frozen Layer Pack, 4-6 per lb., Icelandic Product only, Skinless, 20-25 lb. carton 8941-007 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Cod, Health Bake, Raw 40/4 oz. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Haddock, Raw/Unbreaded, Grade A, 10/6# Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$

Catfish Nuggets, Raw, Unbreaded, Grade A, 15# Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Pollock, Breaded, Grade A 10/6# Frozen Raw Breaded 4 oz. Portions, ½ oz. Tolerance, 50-75% Meat, Pufi, Minced Product is not Acceptable Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Chicken Breast, Skinless/Boneless, Grade A, 48/4 oz. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Chicken, Diced Cooked ½” White, 10# Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Chicken Meat Cooked, Pulled Light/Dark 10# Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Fryer, Raw Breast Halves, IQF, Frozen, U.S. Grade A, Ready to Cook, 48/6.5 oz. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Chicken Leg, Whole, No Back Tyson 48/6.3 oz. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Turkey roast, Raw/Boneless, Netted, Grade A, 2/10 lb Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Chicken Thighs, Raw Frozen IQF U.S. Grade A, Ready to Cook, 96/3.5 oz. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Chicken Pattie Breaded, Precooked 60/3 oz Tyson Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Chicken Quarters, Mixed, IQF, 8 oz, 60 ct Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Chicken Breast, Nuggets, Breaded, 10 lb Tyson Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Shrimp, Breaded, 90/125 Oven Ready, 10 lb Mfg/Brand:_____	Lb		\$	\$	\$	%	\$

Turkeys, Young Tom, U.S. Grade A, Frozen 18-20#, Ready to Cook 8948-303 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Turkey Ham, Lunch Meat 2/6" Avg Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Turkey Breast, Raw, Boneless with Skin, Smoked, Grade A, 2/9 # Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Turkey, Ground, Precooked, 4/5lb Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Turkey Bologna, Lunch Meat, 2/10 lb Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Eggs, Fresh, Grade A, Large 15 dz/cs Mfg/Brand:_____	Dz.		\$	\$	\$	%	\$
Broiler-Fryer Quarters, No Giblets or necks, Ready to Cook, Grade A, 30-40#, Frozen IQF 8948-202A Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Whole Eggs, Frozen, Liquid, Negative, Disposable Container, Citric Acid Only as an Additive 6/5 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Egg Whites, Frozen, Liquid, 6/5 lb Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Eggbeaters, Frozen, 12/2 lb. Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Margarine Promise 600/5 gm. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Margarine, Colorea, Servpats Style, 90/lb., 12 lb./case, All Vegetable, must conform with Federal Spec. EE-O-4518 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Margarine, All Vegetable, must conform with Federal Spec. EE-O-4518, 30/1 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$

Cheese, Processed, American, Yellow, 160 Slice, 4/5 lb. Must conform with Federal Spec 2991C Mfg/Brand:_____			\$	\$	\$	%	\$
Cheese, American, Reduced Fat, Reduced Sodium, 6/5 lb. Mfg/Brand:_____	Lb		\$	\$	\$	%	\$
Cheese, Natural Cheddar, Grade AA Fancy, Rindless, must conform with Federal Spec. CC-271, 5 lb., Salad Loaf Packets, Wrapped 8953-114 lb. Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Cheese, Mozzarella, Pasteurized, must conform with Federal Spec. C-35088A 8/6 lb. Loaves, Parkate Wrapped 8953-117 Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$
Soup, Chicken Noodle, 12/51 oz. Campbell's Mfg/Brand:_____	Lb.		\$	\$	\$	%	\$

Category 5 - Food Service Items

Item Description	Unit	Unit Bid	Case Cost	Freight Costs (if any)	Allowances (if any)	Percent Markup	Delivered Cost
Paper Bags, Size #5, 30# weight, 6/500 ct Mfg/Brand:_____	Bale		\$	\$	\$	%	\$
Paper Bags, Size #25, 40# weight, 1000/bale Mfg/Brand:_____	Bale		\$	\$	\$	%	\$
Souffle Cups: Paper, 1 oz., 5000/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Paper Cups: Cold Drink, 4 oz, 5000/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Styrofoam Cups 8 oz., 1000/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Plastic Cup Lids, to fit 8, 12, 16 oz Styrofoam cups, 5/100 cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Styrofoam Cups, 12 oz., Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Plastic Cup Lids, to fit 12 oz. Styrofoam Cups, 1000/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Foam Plates, 6" Diameter, 1000/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Foam Plates, 9" Diameter, 3-Compartment, Non-Absorbent, Non-Toxic. 500 cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Foam Trays: Polystrene, 9-1/2" x 9-1/2" x 3", 3- Compartment, Non-Absorbent, Non-Toxic, 200/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Aluminum Foil: .0007 Gauge, 12" x 1000' Packaged in Cutter Box Mfg/Brand:_____	Roll		\$	\$	\$	%	\$
Aluminum Foil: .0015 Gauge 18 x 500' Packaged in Cutter Box Mfg/Brand:_____	Roll		\$	\$	\$	%	\$
Plastic Bags: Food Storage, 8" x 4" x 18" , 2 mil thick, with ties, may be packaged in a dispenser box or loose in a box, 1000/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Plastic Cling Film: 50 Gauge, 18"x 2000', packaged in cutter box Mfg/Brand:_____	Roll		\$	\$	\$	%	\$
Plastic Aprons: Disposable, 42" long x 24" wide, 2-guage cut, waterproof, one piece construction, Color: White, 100/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$

Towel, C-Fold, White, 32# basis, 10-1/2 x 13-1/4, 2400 cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Fork Medium Wt. Unbreakable, White, 1000 ct. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Napkin, Dinner, 1 ply, 15 x 17, 1/8 Fold 32/141 ct Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Napkin, Luncheon, 1 ply, 12 x 12, White 12/500 ct Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Industrial Lime Solvent, packaged 4 gals/cs. Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Stain Remover, packaged 44 lbs/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Concentrated Mechanical Dishwashing Detergent. Packed 4 gal/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Rinse Additive. Packed 4/1 gal Mfg/Brand:_____ Dilution Ratio:_____	Case		\$	\$	\$	%	\$
All Purpose Cleaner, Manual. Packed 4 gal/cs Mfg/Brand:_____ Dilution Ratio:_____	Case		\$	\$	\$	%	\$

Pot and Pan Washing Machine Detergent. Packed 4 gal/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Silverware Pre-Soaking Compound. Packed 4 gal/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Quaternary Disinfectant/Sanitizer, Automatically Dispensed. Packed 4 gal/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Detergent for Handwashing Pots, Pans and Institutional Wares. Packed 16 lbs/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$
Grease Cutter, Heavy Duty. Packed 4 gal/cs Mfg/Brand:_____	Case		\$	\$	\$	%	\$

EXHIBIT B

CAPABILITIES/METHOD OF PERFORMANCE

The evaluation of the offeror's proposal for performing all tasks as specified herein will be subjective and based on information the offeror presents in response to sections 3 and 4 of the RFP. The offeror should address each task to be performed. The offeror's response should be straightforward and limited to facts, solutions to problems, and plans of action. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

In evaluating the offeror's capabilities and method of performance, the state will be assessing among other considerations, the proposed product line(s); the offeror's proposed quality assurance, including warehousing, transportation, and temperature requirements; the offeror's proposed administrative support responsibilities, including training, online catalog, ordering, special order processing, order guides, delivery, reporting, auditing, account management and additional support offerings. In addition, the offeror's response to the performance management requirements, particularly responsibilities related to the oversight committee and performance measurements will be assessed.

The method by which the proposed method of performance is written is left to the discretion of the offeror. However, it is recommended that the offeror minimally respond to each item of the RFP utilizing the same paragraph number scheme indicated. Immediately below each item, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

It is the offeror's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the offeror's proposed products and services; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

- 1) In addition to addressing the items in sections 3 and 4, the offeror should provide the following information as it relates to their proposed food service offering:
 - a. The offeror should provide the following information on fill rate:
 - What is fill rate on orders, for facilities of similar size allowing no substitution of items, in percentage?
 - What is fill rate on orders, for facilities of similar size allowing substitution of items in percentage?
 - b. The offeror should describe the pricing procedures when the order day and delivery day are in two separate pricing periods. (See paragraph 3.5.8, Pricing Notifications).
 - c. The offeror should provide the following information on warehouse and company operations:
 - Dry and cold storage capacities
 - Number of delivery vehicles operated from warehouse
 - Listing of suppliers providing goods to warehouse
 - Warehouse locations to be used in the contract and list of Missouri locations served by each warehouse.
 - Identify proposed method of handling rebates as credit versus direct payment to state
 - d. The offeror should provide information on any order entry capabilities, i.e., PC system via modem, etc.
 - e. If the offeror's operation is PC-order-entry-capable, the offeror should provide information with regard to hardware/software compatibility requirements necessary for the state to utilize PC order entry. The

offeror shall indicate any additional cost required for connection to the contractor's PC order entry system and any additional costs for training.

- f. The offeror should indicate availability of other computer generated reports, not listed previously, their types and frequency, and also provide reports samples.
 - g. The offeror should include with their response, a complete list of dispensing equipment available for all facilities.
 - h. The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.
 - i. The offeror should describe and provide samples of performance management results from your company.
 - j. The offeror should describe your company's experience and results in determining and measuring customer/stakeholder satisfaction and/or dissatisfaction, process design/redesign, tracking and analyzing customer complaints, creating a customer focus among your company's workforce, and definitions and/or assessments of the strategic drives of your company's success.
 - k. The offeror should describe your company's willingness and commitment to participate in the activities described in Section 4, Performance Management.
 - l. The offeror should describe how proposed subcontractors or other proposed partnership relationships will be structured, monitored, and managed in light of the requirements of the RFP. Describe how the contractor will compensate for the poor performance of the subcontractors regarding reimbursements, plans for corrections, etc.
 - m. In the light of the possibility that individual employee performance is negatively impacting performance management results, the offeror should describe what progressive discipline approaches are in place to improve/remedy employee performance.
 - n. The offeror should identify and describe the resources available within and to your organization (and within alliances with other organizations that exist now or have been created for this RFP) for the development and management of the performance management reporting systems described.
- 2) In addition, to describing the offeror's capabilities to perform the specified tasks, the offeror should provide the following information as it relates to the impact to the State of Missouri as a result of an award made:
- o. A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - p. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - q. A description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
 - r. If any products and/or services offered under this RFP are being manufactured or performed in locations outside the United States, the offeror MUST disclose such fact and provide details with the proposal.

**EXHIBIT C
EXPERIENCE AND RELIABILITY**

- 1) The offeror should provide at least five (5) current customers who have acquired similar products/services from the offeror and who can attest to your success in improving performance results as indicated in the Performance Measurement section of this RFP. The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. The information should include the company name and address, a contact person, their title, email address and phone number, a description of the products/services provided, the effective date of the contract and the dollar value of the agreement with the entity, and the availability status if contact is requested by the evaluation team. The offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information (Prior Products/Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Contract/Agreement:	
Dollar Value of Prior Contract/Agreement	
Description of Prior Contract/Agreement	

EXHIBIT D
FINANCIAL REVIEW/COMPANY PROFILE

The evaluation of the offeror's financial statistics and company profile will be subjective and based on information provided by the offeror in response to the items listed below.

- 1) The offeror should provide a financial review of the following information:
 - Dollar value of annual sales
 - Yearly inventory turn-over ratio
 - Ratio of institutional vs. restaurant customer base
 - Identify method of determining laid-in cost
 - Private or public ownership
 - Dun & Bradstreet Company or similar financial system rating
 - Percent of business from public operated facilities
 - Company balance sheet
- 2) The offeror should warrant that they are financially capable of fulfilling all requirements of the resulting contract, and that they are a validly organized entity that has the authority to enter into a contract.
- 3) The offeror should provide a company profile including the following:
 - Company longevity in business
 - Number of customers served
 - Company owned subsidiaries that supply food products, function and volume

EXHIBIT E
PARTICIPATION COMMITMENT

If proposing MBE/WBE participation, the offeror must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.) This completed exhibit must be submitted with the offeror's proposal.

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

NOTE: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE:		Total WBE:	

Authorized Signature of Offeror

Date

EXHIBIT F
DOCUMENTATION OF MBE/WBE PARTICIPATION

If proposing MBE/WBE participation, the offeror must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE included in this proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this exhibit. These completed exhibits must be submitted with the offeror's proposal.

Indicate appropriate business classification(s): _____ MBE _____ WBE

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are supplying for this contract.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Supplier and Workforce Diversity (formerly Office of Equal Opportunity) certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Supplier and Workforce Development (OSWD).

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____/Certification Expiration Date: _____

Federal Employer Identification Number/Social Security Number: _____

MBE/WBE Owner/Authorized Representative Signature: _____

Authorized Signature of Offeror: _____

**EXHIBIT G
OTHER INFORMATION**

1) Preference for Organizations for the Blind and Sheltered Workshops:

- a. A five (5) bonus point preference shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.
- b. If the offeror is an organization for the blind or sheltered workshop, then the offeror should provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number).
- c. If the offeror is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the offeror **MUST** submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

2) Offerors as Employees:

- a. Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General
Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's organization held by state employee, General Assembly
member or statewide elected official: _____%

EXHIBIT H**STATE OF MISSOURI -- OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting bid electronically, typed signature required).
COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting bid electronically, typed signature required).
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.

Revised 5/17/02

EXHIBIT I

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

EXHIBIT I (cont'd)

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 1
DEPARTMENT OF MENTAL HEALTH FACILITIES

Facility, Location, Telephone Number	Number of Deliveries Per Week	Preferred Day and Time	Average # Meals Per Day
Bellefontaine Habilitation Center 10695 Bellefontaine Road St. Louis, Mo 63137 (314)340-6000	2	Monday & Thursday 7:00 a.m. – 11:00 a.m.	875
Cottonwood Residential Treatment Center 1025 North Sprigg Cape Girardeau, MO 63701 (573)290-5888	As Needed	As Needed	67
Fulton State Hospital 600 E. Fifth Street Fulton, MO 65251 (573)592-2050	2	Monday & Thursday 7:00 a.m. – 9:00 a.m.	2000
Hawthorn Children's Psychiatric Hospital 1901 Pennsylvania Avenue St. Louis, MO 63133 (314)512-7850	2	Tuesday & Friday 7:30am – 11:00 am	175
Higginsville Habilitation Center West First Stree Higginsville, MO 64037 (660)584-4837	2	Tuesday & Thursday 8:00 a.m. – 10:00 a.m.	320
Metropolitan St. Louis Psychiatric Center 5351 Delmar St. Louis, MO 63112 (314)877-0500	2	Monday & Thursday 8:00 a.m. – 10:00 a.m.	300
Marshall Habilitation Center Slater at Lincoln Street, PO Box 190 Marshall, MO 65340 (660)886-2201	2	Monday & Thursday 8:00 a.m. – 10:00 a.m.	950

Facility, Location, Telephone Number	Number of Deliveries Per Week	Preferred Day and Time	Average # Meals Per Day
Nevada Habilitation Center North Ash at Highland Nevada, MO 64772 (417)667-7833	2	Monday & Thursday 8:00 a.m. – 11:00 a.m.	391
N.W. MO Psychiatric Rehabilitation Center 3505 Frederick Avenue St. Joseph, MO 64506 (816)387-2724	2	Tuesday & Thursday 8:00 a.m. – 11:00 a.m.	450
Northwest Habilitation Center #11 Brady Circle St. Louis, MO 63114 (314) 428-8470	1	Thursday 9:00 am - Noon	237
South County Habilitation Center 2312 Lemay Ferry Road St. Louis, MO 63125 (314) 894-5400	2	Monday and Thursday 8:00 a.m. – 11:00 am	243
St. Charles Habilitation Center #22 Marr Lane St. Charles, MO 63303 (636) 926-1309	1	Wednesday 7:00am – 1:00pm	169
St. Louis Psychiatric Rehabilitation Center 5400 Arsenal Street St. Louis, MO 63139 (314) 877-5845	2-3	Monday, Tuesday, & Thursday 8:00 a.m. – 10:00 a.m.	700
Southeast Missouri Mental Health Center 1010 West Columbia Farmington, MO 63640 (573) 218-6792	2	Wednesday & Friday 7:30 a.m. – 11:00 a.m.	1100

Facility, Location, Telephone Number	Number of Deliveries Per Week	Preferred Day and Time	Average # Meals Per Day
Southeast Missouri Residential Services, PB 2351 Kanell Blvd., PO Box 460 Poplar Bluff, MO 63902 (573) 840-9370	2	Tuesday & Thursday 8:00 am – 11:00 pm	180
Southeast Missouri Residential Services, Sikeston Box 966, 112 Plaza Drive Sikeston, MO 63801 (573) 472-6563	2	Tuesday & Thursday 8:00 am – 11:00 am	150
Western Missouri Mental Health Center 1000 E. 24 th Street Kansas City, MO 64108 (816) 512-7261	2	Tuesday & Friday 8:00 a.m. – Noon	315
Southwest Missouri Psychiatric Rehabilitation Center 1301 Industrial Parkway East El Dorado Springs, MO 64744 (417) 876-1002	2	Tuesday & Thursday 7:00 am – 3:00 pm	90
Missouri National Guard 2300 Militia Drive Jefferson City, MO 65101 (573) 638-9738	2	Monday & Thursday 6:00 a.m. – 9:00 a.m.	350
Missouri State Hwy Patrol 1510 East Elm Jefferson City, MO 65101 (573) 526-6179	2	Monday & Thursday 7:30 a.m. – 10:00 a.m.	300

Facility, Location, Telephone Number	Number of Deliveries Per Week	Preferred Day and Time	Average # Meals Per Day
Missouri School for the Blind 3815 Magnolia Avenue St. Louis, MO 63110 (314) 776-4320	2	Monday & Friday 7:00 a.m. – 11:00 a.m.	300
Missouri School for the Deaf 505 east Fifth Street Fulton, MO 65251 (573) 592-2525	2	Monday & Thursday 7:30 a.m. – 9:00 a.m.	375
Babler State Park 800 Guy Park Drive Chesterfield, MO 63005 (636) 458-3813	2	Monday & Thursday 9:00 a.m. – 11:00 a.m.	300
Community Learning Center 3990 W. Sunshine Springfield, MO 65807 (417) 888-4055	1	Thursday PM	36
Datema House 918 S. Jefferson Springfield, MO 65806 (417) 895-6830	1	Monday PM	30

Facility, Location, Telephone Number	Number of Deliveries Per Week	Preferred Day and Time	Average # Meals Per Day
Delmina Woods 8872 State Highway H Forsyth, MO 65653 (417) 634-3196	1	Wednesday AM	60
Excel School Day Treatment 1631 W. Bennett Springfield, MO 65807 (417) 895-6240	1	Thursday AM	36
Gateway School 1823 W. 20 th Street Joplin, MO 64804 (417) 629-3410	1	Tuesday AM	30
Green Gables Lodge Route 1, Box 158 Macks Creek, MO 65786 (573) 363-5352	2	Tuesday & Friday AM	30
Wilson Creek 3992 W. Sunshine Springfield, MO 65807 (417) 466-0292	1	Wednesday PM	30
Mt. Vernon Treatment Center 500 State Drive Mt. Vernon, MO 65712 (417) 466-0292	1	Wednesday AM	30
Rich Hill Youth Development Center 501 N. 14 th Rich Hill, MO 64779-1224 (417) 395-4810	3	Tuesday & Friday AM	99

Facility, Location, Telephone Number	Number of Deliveries Per Week	Preferred Day and Time	Average # Meals Per Day
Watkins Mill Park Camp 25610 Park Road North Lawson, MO 64062-8938 (816) 781-8786	1	Wednesday or Thursday	165
Langsford House 525 SE Second Street Lee's Summit, MO 64063-2646 (816) 525-4858	1	Wednesday	24
Alternative Resource Center 3100 Main, Suite 206 Kansas City, MO 64111 (816) 759-4662	1	Monday or Tuesday	24
Northwest Regional Youth Center 4901 NE Barry Road Kansas City, MO 64156-1279 (816) 734-2120	2	Tuesday and Thursday	90
Waverly Regional Youth Center Route 1, Box 223Y 109 W. Kelling Avenue Waverly, MO 64096-9631 (660) 493-2272	3	Monday Wednesday and Thursday	118
Star Day Treatment 731 NE 76 th Street Gladstone, MO 64118 (816) 437-3607	1	Tuesday or Thursday	40
Riverbend Treatment Center 5910 Mitchell Ave. St. Joseph, MO 64507 (816) 390-9801	2	Tuesday and Thursday	90

Facility, Location, Telephone Number	Number of Deliveries Per Week	Preferred Day and Time	Average # Meals Per Day
Fulton Treatment Center 1650 Highway O PO Box 847 Fulton, MO 65251 (573) 592-4188	2	Monday and Thursday	90
Cornerstone 1250 E. Brown School Road Columbia, MO 65202-9454 (573) 449-3756	2	Tuesday and Thursday	45
Camp Avery Park Camp 198 Avery Lane Troy, MO 63379-9708 (636) 528-8800	1	Thursday	99
Northeast Community Treatment Center 710 South Clark Mexico, MO 65265 (573) 581-6893	1	Thursday	33
Montgomery City Youth Center 300 Niedergerke Drive Montgomery City, MO 63361 (573) 564-5262	1	Tuesday or Wednesday	115
Babler Lodge 1010 Lodge Road Chesterfield, MO 63005 (636) 458-2992	3	Tuesday Wednesday & Thursday	60
Hogan Street Regional Youth Center 1839 Hogan Street St. Louis, MO 63106 (314) 241-7525	3	Tuesday & Thursday	96

Facility, Location, Telephone Number	Number of Deliveries Per Week	Preferred Day and Time	Average # Meals Per Day
Missouri Hills Campus Education Building – Cafeteria 13323 Bellefontaine Road St. Louis, MO 63138 (314) 355-8004	3	Wednesday & Friday	330
Reach Day Treatment Program 6124 Enright Avenue St. Louis, MO 63112 (314) 725-4122	1	Monday	14
St. Louis County Day Treatment 10450 International Plaza Drive St. Ann, MO 63074 (314) 428-2078	1	Monday	27
Quest Day Treatment Center 3747 Harry S. Truman Blvd. St. Charles, MO 63301 (636) 940-3160	1	Monday	25
Hillsboro Treatment Center 10434 State Road BB Hillsboro, MO 63050 (636) 789-2490	3	Tuesday & Thursday	90
Girardot Center for Youth and Families 609 N. Middle PO Box 936 Cape Girardeau, MO 63702 (573) 290-5860	1	Tuesday or Thursday	72

Facility, Location, Telephone Number	Number of Deliveries Per Week	Preferred Day and Time	Average # Meals Per Day
Echo Day Treatment 3445 Armstrong Drive Cape Girardeau, MO 63703 (573) 290-5814	1	Tuesday or Thursday	25
Sikeston Hope Center 230 S. Front Street PO Box 867 Sikeston, MO 63801 (573) 472-6652	1	Tuesday or Thursday	15
New Madrid Bend Youth Center 7960 US Highway 61 New Madrid, MO 63869 (573) 688-5237	1	Tuesday or Thursday	66
Gentry Residential Treatment Center 2001 DYS Drive Cabool, MO 65689 (417) 962-4344	1	Tuesday or Thursday	63
W.E. Sears Youth Center 9400 Sears Lane Poplar Bluff, MO 63901 (573) 840-9280	5	Monday Through Friday	243
Sierra Osage Treatment Center 9200 Sierra Osage Circle Poplar Bluff, MO 63901 (573) 840-9717	5	Monday Through Friday	72

ATTACHMENT 2
STATE-OBSERVED HOLIDAYS

New Year's Day (Observed)	January 2, 2006
Martin Luther King, Jr. Day	January 16, 2006
Lincoln Day (Observed)	February 13, 2006
Washington's Birthday (Observed)	February 20, 2006
Truman Day	May 8, 2006
Memorial Day	May 29, 2006
Independence Day	July 4, 2006
Labor Day	September 4, 2006
Columbus Day (Observed)	October 9, 2006
Veterans Day (Observed)	November 10, 2006
Thanksgiving Day	November 23, 2006
Christmas Day	December 25, 2006

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an

amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.

- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.